

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

TRUSTEES OF THE  
UNITE HERE NATIONAL HEALTH FUND,  
Plaintiff,

against

VETERANS LINEN SUPPLY CO., INC.,  
Defendant.

COMPLAINT

Plaintiff, by their attorney David C. Sapp, Esq., complaining of Defendant,  
respectfully allege as follows:

**NATURE OF ACTION**

1. This is an action by plan fiduciaries to enforce the provisions of a collective bargaining agreement and certain statutory obligations imposed upon Defendant by Section 515 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1145.

**JURISDICTION**

2. The jurisdiction of this Court is invoked pursuant to Section 301(a) of the Labor Management Relations Act of 1947, as amended ("LMRA"), 29 U.S.C. § 185(a) and Sections 502(a), (e) and (f) of ERISA, 29 U.S.C. § 1132(a), (e) and (f).

**VENUE**

3. Venue is properly laid in this Court pursuant to Section 301(a) of the LMRA, 29 U.S.C. § 185(a); Section 502(e) (2) of ERISA, 29 U.S.C. § 1132(e) (2); and 28 U.S.C. § 1391(b).

**THE PARTIES**

4. Plaintiff UNITE HERE National Health Fund ("Health Fund") is an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, 29 U.S.C. § 1002(1). Plaintiff Trustees of the Health Fund are fiduciaries within the meaning of Section 502(a) (3) of ERISA, 29 U.S.C. § 1132(a) (3), as defined in Section 3(21) of ERISA, 29 U.S.C. § 1002(21). The Health Fund maintains its principal administrative offices at 730 Broadway, New York, New York 10003.

5. Upon information and belief, Veterans Linen Supply Co., Inc. is a Wisconsin Corporation having or having had its principal place of business at 627 South 89<sup>th</sup> Street, Milwaukee, Wisconsin 53214.

6. UNITE HERE Chicago and Midwest Regional Joint Board and Local 3008 ("the Union") is an unincorporated "labor organization" as defined in Section 3(4) of ERISA, 29 U.S.C. § 1002(4). Upon information and belief, the Union and Defendant have been parties to a series of collective bargaining agreements covering all relevant periods herein. Pursuant to said collective bargaining agreements, contributions to Plaintiff Fund were and are due to be paid monthly by Defendant.

**AS AND FOR A FIRST CLAIM FOR RELIEF BY PLAINTIFF  
TRUSTEES OF THE HEALTH FUND AGAINST DEFENDANT**

7. Plaintiff Trustees of the Health Fund repeat and reallege each and every allegation contained in paragraphs "1" through "6" of this Complaint with the same force and effect as if set forth at length herein.

8. Contributions to the Health Fund from Defendant for the months of May 2007 and February 2008 through May 2008 have not been made and are now due and owing. By reason thereof, Defendant is liable to Plaintiff Health Fund in the sum of \$20,519.49 for the months stated.

**AS AND FOR A SECOND CLAIM FOR RELIEF BY PLAINTIFF  
TRUSTEES OF THE HEALTH FUND AGAINST DEFENDANT**

9. Plaintiff Trustees of the Health Fund repeat and reallege each and every allegation contained in paragraphs "1" through "8" of this Complaint with the same force and effect as if set forth at length herein.

10. Defendant is now failing and, upon information and belief, will continue to fail to make contributions to the Fund in accordance with the terms and conditions of such Fund and the collective bargaining agreement between Defendant and the Union unless restrained by the Court.

11. No prior application for the relief requested herein.

**WHEREFORE**, Plaintiff respectfully prays for an order and judgment:

a. Directing Defendant to pay to the UNITE HERE National Health Fund the sum of \$20,519.49;

b. Directing Defendant to pay to the UNITE HERE National Health Fund interest on the sum set forth in paragraph "(a)" herein, to be computed at an interest rate as prescribed by the Fund, pursuant to Section 502(g)(2)(C)(i) of ERISA, 29 U.S.C. § 1132(g)(2)(C)(i);

c. Directing Defendant to pay to the UNITE HERE National Health Fund liquidated damages, to be computed at a rate as prescribed by the Fund, pursuant to Section 502(g)(2)(C)(ii) of ERISA, 29 U.S.C. § 1132(g)(2)(C)(ii);

d. Directing Defendant to pay to the UNITE HERE National Health Fund the reasonable attorneys' fees and costs of the action, pursuant to Section 502(g)(2)(D) of ERISA, 29 U.S.C. § 1132(g)(2)(D);

e. Directing that Defendant be restrained and enjoined permanently from becoming or remaining delinquent in its contributions to the Fund, and ordering Defendant to make such contributions in accordance with the terms and conditions of the

Fund's rules and regulations and the collective bargaining agreement between Defendant and the Union.

f. Granting such other legal and equitable relief as the Court deems appropriate.

Dated: June 18, 2008  
New York, New York

TRUSTEES OF THE  
UNITE HERE NATIONAL HEALTH FUND

By: 

David C. Sapp, Esq. – DS-5781

Attorney for Plaintiff

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